Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Filing at a Glance

Company: First Colonial Insurance Company

Effective Date Requested (New): 10/01/2007

Product Name: Contractual Liability Insurance SERFF Tr Num: ALST-125276817 State: Arkansas

Policy for Designated Contracts

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025975

Made/Occurrence

Sub-TOI: 17.0004 Contractual Liability Co Tr Num: State Status:

Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty

Montesi, Brittany Yielding Disposition Date: 01/17/2008

Authors: Dawn Ronan, Rose

Faison, Hollie Carter

Date Submitted: 08/31/2007 Disposition Status: Approved

Effective Date (New): 01/17/2008

Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Contractual Liability Insurance Policy Status of Filing in Domicile: Not Filed

Project Number: UCLIP-AR (01/07)

Domicile Status Comments: We plan to market

this product in the Domicile state.

Reference Organization: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Reference Title: N/A Advisory Org. Circular: N/A

Filing Status Changed: 01/17/2008

State Status Changed: 08/31/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval is the initial filing of forms for a Contractual Liability Insurance Policy Program for

Designated Contracts. This is a new filing for our company and will not replace any existing filing.

Contractual Liability Insurance Policies for Designated Contracts are issued to administrators and/or dealers who, through contracts with consumers, agree to provide the Contractual Obligations pursuant to the Designated Contract.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

The purpose of this policy is to reimburse the Insured upon the performance of their Contractual Obligations, and to insure that consumers are provided the benefits for which they contracted.

The Eligible Designated Contracts Endorsement will identify the contract(s) which we agree are suitable for benefits pursuant to the provisions of the Contractual Liability Insurance Policy for Designated Contracts. The endorsement will be issued in conjunction with the policy.

Company and Contact

Filing Contact Information

Rose Faison, Compliance Analyst RFaison@allstate.com
ATTN: Legal/Compliance (904) 992-1776 [Phone]
Jacksonville, FL 32224-9983 (904) 992-2975[FAX]

Filing Company Information

First Colonial Insurance Company CoCode: 29980 State of Domicile: Florida ATTN: Legal/Compliance Group Code: 8 Company Type: Property &

Casualty

1776 American Heritage Life Drive

Jacksonville, FL 32224-9983 Group Name: Allstate State ID Number:

(904) 992-1776 ext. 3045[Phone] FEIN Number: 59-2773658

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: 1 Form Filing=50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

First Colonial Insurance Company \$50.00 08/31/2007 15391226

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/17/2008	01/17/2008

Objection Letters and Response Letters

Objection	Letters			Response Letters			
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted	
Pending Industry Response	Alexa Grissom	01/15/2008	01/15/2008	Rose Faison	01/16/2008	01/16/2008	
Pending Industry Response	Alexa Grissom	11/01/2007	01/14/2008	Rose Faison	01/16/2008	01/16/2008	
Pending Industry Response	Alexa Grissom	10/30/2007	10/30/2007	Dawn Ronan	10/31/2007	10/31/2007	
Pending Industry Response Filing Not	Alexa Grissom	10/04/2007	10/04/2007				

Subject	Note Type	Created By	Created On	Date Submitted
Status of Filing	Note To Reviewer	Rose Faison	12/31/2007	7 12/31/2007
Objection Letter 10/4/2007	Note To Reviewer	Dawn Ronan	10/29/2007	7 10/29/2007

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Disposition

Disposition Date: 01/17/2008

Effective Date (New): 01/17/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	Yes	
Form	Contractual Liability Insurance Policy	Approved	Yes
Form (revised)	Contractual Liability Insurance Policy Amendatory Endorsement	Approved	Yes
Form	Contractual Liability Insurance Policy Amendatory Endorsement	Approved	Yes
Form	Contractual Liability Insurance Policy EWT Endorsement	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/15/2008 Submitted Date 01/15/2008

Respond By Date Dear Rose Faison,

This will acknowledge receipt of the captioned filing. The filing is pending as you have not adequately addressed the concerns presented.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/16/2008 Submitted Date 01/16/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: The revised amendatory endorsement has been sent.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Dawn Ronan, Hollie Carter, Rose Faison

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/01/2007 Submitted Date 01/14/2008

Respond By Date Dear Rose Faison,

This will acknowledge receipt of the captioned filing. The reasons listed for cancellation do not comply with Ark. Code Ann. 23-66-206(9)(B).

Please feel free to contact me if you have questions.

Sincerely, Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/16/2008 Submitted Date 01/16/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: The amendatory endorsement has been revised to comply with Ark. Code Ann. 23-66-206 (9) (B).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	/ Attach
	Number	Date			Specific	Score	Document
					Data		
Contractual Liability	U-END-	(01/07)	Endorsement/Amendmen	tNew		0	Amendato

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Insurance Policy AR 2nd /Conditions ry End (U-

Amendatory Rev END-AR)

Endorsement 2nd

Rev.pdf

Previous Version

Contractual Liability U-END- (01/07) Endorsement/AmendmentNew 0 Amendato

Insurance Policy AR /Conditions ry End (U-

Amendatory (01/07) END-

Endorsement AR).pdf

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

No Rate/Rule Schedule items changed.

Sincerely,

Dawn Ronan, Hollie Carter, Rose Faison

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/30/2007 Submitted Date 10/30/2007

Respond By Date Dear Rose Faison,

This will acknowledge receipt of the captioned filing. You may state the number of days notice in the amendatory endorsement. The permissible reasons for cancellation should be listed as well.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/31/2007 Submitted Date 10/31/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Ms. Grissom,

The Amendatory Endorsement has been revised to reflect the correct cancellation language. Please let me know if you have any questions.

Thank you.

Dawn Ronan

Changed Items:

No Supporting Documents changed.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	y Attach
	Number	Date			Specific	Score	Document
					Data		
Amendatory	U-END-	01/07	Endorsement/Amen	dmentReplaced		0	Amendato
Endorsement	AR - REV	/	/Conditions				ry End (U-
							END-AR)
							REV.pdf

No Rate/Rule Schedule items changed.

Sincerely,

Dawn Ronan, Hollie Carter, Rose Faison

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/04/2007 Submitted Date 10/04/2007

Respond By Date Dear Rose Faison,

This will acknowledge receipt of the captioned filing.

A definition of punitive damages must be provided per Bulletin No. 4-82.

Additionally, the number of days' notice for cancellation should be stated in the policy

If I may be of assistance, please advise.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Note To Reviewer

Created By:

Rose Faison on 12/31/2007 03:00 PM

Subject:

Status of Filing

Comments:

Ms. Grissom,

Would you please give us the status of this filing? Our company replied to your objection on October 31, 2007.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Note To Reviewer

Created By:

Dawn Ronan on 10/29/2007 07:58 AM

Subject:

Objection Letter 10/4/2007

Comments:

Ms. Grissom,

You state in your letter that the number of days' notice for cancellation should be stated in the policy. Can you indicate what paragraph this should be added?

Thank you.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Contractual	UCLIP-AF	R (01/07)	Policy/CoveNew		0.00	EWT CLIP-
	Liability			rage Form			AR 0107.pdf
	Insurance Policy						
Approved	Contractual	U-END-	(01/07)	Endorseme New		0.00	Amendatory
	Liability	AR 2nd		nt/Amendm			End (U-
	Insurance Policy	Rev		ent/Conditi			END-AR)
	Amendatory			ons			2nd Rev.pdf
	Endorsement						
Approved	Contractual	UCLP-	(01/07)	Endorseme New		0.00	EWT Form
	Liability	EWT		nt/Amendm			Endorsemen
	Insurance Policy			ent/Conditi			t version
	EWT			ons			2.pdf
	Endorsement						
Approved	Amendatory	U-END-	01/07	Endorseme Replaced	Replaced Form #	:0.00	Amendatory
	Endorsement	AR - REV		nt/Amendm	U-END-AR		End (U-
				ent/Conditi	Previous Filing #:		END-AR)
				ons			REV.pdf



Policy Number:[1234567] _

FIRST COLONIAL INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, FL 32224 800-621-4871 (called "we", "our", "us", or "Insurer")

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS DECLARATIONS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Insured Name and Ad	dress (P.O. Box, Street, Town, County,	, State, Zip)	Administrator Name and Address
[ABC Company			[XYZ Administrator
1234 Any Street			4567 Avenue
Any City, ST 99999]			Any City, ST 99999]
Policy Period:			
Effective Date:	[September 01, 2007]	Expi	iration Date: [Until Cancelled or non-renewed]
	(12:01 A.M. standard time at the	e address of the	Insured as stated herein.)
Limits Of Liability:			
Dollov Limit: [¢	per year! Designated C	Contract Limit: [C	Con Designated Contract
Policy Littlit. [φ	per year] Designated C	Johnact Limit. [3	bee Designated Contract]
Premium:			
			esignated Contracts sold must be reported and
			ve, to the above designated Administrator, by the
			ract was sold. Designated Contracts cancelled or
			inistrator is listed above, to the Administrator. ons outlined in the Designated Contract.]
Odriccilation return	as are as calculated per the carr	conation provisio	ons outlined in the besignated contract.
Forms And Endorseme	ents:		
[xxxxxxxx]	Sino.		
[XXXXXXX]			
This Declarations Page	together with the Policy Covera	age Form and an	ny Endorsements attached hereto, form a part of
and complete the above		igo i oim ana an	y znacionionio allacinos nerele, iemi a part el
•	·		
Signature:			
By Authorized	Insurer Representative		



FIRST COLONIAL INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, FL 32224 800-621-4871

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS

This Policy, together with its Declarations and Endorsements constitute the complete and sole coverage provided by this Policy. This is not a valid insurance Policy unless and until a duly signed and numbered Declarations is attached.

In consideration of the payment of the premium as set forth herein, and in reliance upon the statements made in the Declarations of this Policy and subject to the Limits of Liability, Exclusions, Conditions and other terms of this Policy, First Colonial Insurance Company (called "we", "our", "us" or "Insurer") and the Insured agree as follows:

I. INSURING AGREEMENT

We agree that upon the Insured's performance of its Contractual Obligations pursuant to the provisions of the Designated Contract and this Policy, we will pay to or on behalf of the Insured any Covered Loss.

II. DEFINITIONS

The following terms have specific meanings throughout this Policy:

- A. Administrator means the entity listed on the Declarations Page of this Policy. If an Administrator is listed, this is the entity to whom all Designated Contracts sold, cancelled, or terminated must be reported and all premiums paid.
- B. Contract Holder means the purchaser, borrower, or lessee named on the Designated Contract.
- C. Contractual Obligation means services the Insured is obligated to provide and/or amounts the Insured is contractually obligated to pay, and/or debt the Insured is contractually obligated to waive, defer, or suspend, pursuant to the provisions of the Designated Contract, unless otherwise excluded under the provisions of this Policy.
- D. Covered Loss means the liability incurred by the Insured as the result of the Insured's Contractual Obligation.
- E. Designated Contract means a contract entered into by the Insured and the Contract Holder, described and properly approved for coverage in the attached Schedule, that is issued while this Policy is in force and which has been reported and for which the proper premium amount has been paid in accordance to the terms of this Policy.
- F. Finance Agreement means a retail installment sales contract, loan agreement, or lease entered into by a Contract Holder and the Insured, which sets forth the terms and conditions, inception date, expiration date, and the scheduled payments due to the Insured from the Contract Holder.
- G. Lender means the holder, holder in due course, or assignee of a Finance Agreement which was modified by a Designated Contract.
- H. Insured means the individuals or entities named on the Declarations of this Policy or any endorsements which are attached to this Policy. In the event a Designated Contract is attached to and modifies a Finance Agreement, and the Finance Agreement is assigned to a Lender, the Lender is an Insured under this Policy.
- I. Policy Period means the period of time between the Effective Date shown on the Declarations of this Policy and the date coverage expires, is canceled, is non-renewed or otherwise terminates.

- J. Premium means the amount the Insured must pay us for coverage as stated on the Declarations or any endorsements of this Policy.
- K. Expiration means the cancellation or non-renewal of this Policy.

III. POLICY COVERAGE

A. COVERAGES

Upon the Insured's performance of its Contractual Obligations pursuant to the provisions of the Designated Contract, we will pay to or on behalf of the Insured any Covered Loss.

B. POLICY PERIOD

This Policy is issued with no fixed expiration date. The Policy Period is one year from the effective date shown in the Declarations, subject to either party's rights of cancellation as set forth in Section V, Part E. of this Policy. It shall be continued automatically for successive Policy periods of one year commencing with the annual anniversary date subject to the Policy terms and conditions.

C. LIMITS OF LIABILITY

The limit of our liability under this Policy is equal to the limit(s) of liability indicated on the Declarations Page of this Policy. The maximum Limit for all Covered Losses payable under this Policy is the amount stipulated on the Declarations Page. If "not applicable" is shown, no Limit will be in force under this Policy. The maximum amount payable for each Covered Loss under this Policy is equal to and shall not exceed the Insured's Contractual Obligation limits described within each Designated Contract.

D. EXCLUSIONS

This Policy does not insure for any obligation or liability other than Covered Losses. No loss is deemed a Covered Loss unless all provisions of this Policy and the Designated Contract are met. Coverage does not apply to, nor does it include:

- Bodily injury or property damage liability, medical payments, physical damage, uninsured motorist, underinsured motorist, personal injury protection, or losses other than those stated in the Designated Contract.
- 2. Liability for any consequential damages arising from performance by the Insured, the Insured's agents or employees under a Designated Contract.
- 3. Any and all liability for negligence or defective products, including strict liability.
- 4. Any and all obligations and liability extending to anyone other than the Insured and the Contract Holder under a Designated Contract.
- 5. Any duty to defend the Insured in any lawsuit or other judicial or administrative proceeding involving the Insured and any and all liability for punitive and/or exemplary damages including, but not limited to, defense costs except where the suit is brought against the Insured by a Contract Holder as the result of actual or alleged errors or omissions by the Insurer.

- 6. Any and all activity occurring prior to the effective date of this Policy or after termination or cancellation of the Designated Contract.
- 7. Liability arising from a claim of an unfair sales practice or any similar law governing the relationship between the Insured or an agent or employee of the Insured and the Contract Holder.

8. Any loss which:

- a. Resulted directly or indirectly from a misrepresentation, dishonest, fraudulent, criminal, or illegal act committed by a Contract Holder or any employee or agent of the Insured.
- b. Arose from an intentional act of a Contract Holder.
- c. Resulted from an activity occurring outside the United States, its territories or possessions, or Canada.
- 9. Any and all obligations and liabilities which may arise by virtue of misrepresentation made during the sale by the Insured or an agent of the Insured of Designated Contract.
- 10. Failure, on the part of the Insured or Contract Holder, to comply with written instructions provided by us relative to designated regulatory compliance, or to comply with all other general business related laws of which it has knowledge.

E. CONDITIONS PRECEDENT TO COVERAGE

As a condition precedent to the Insurer providing coverage for a Covered Loss on a Designated Contract, there must exist an approved Designated Contract which has been reported according to the provisions of this Policy and for which the proper premium amount has been paid according to the provisions of this Policy.

F. PROOF OF LOSS

- 1. There must be a verifiable and valid Covered Loss in accordance with the terms of the Designated Contract.
- 2. The Contract Holder, Insured, or Lender must notify the Administrator of a Covered Loss shown on the Designated Contract or the Insurer within the timeframe specified on the Designated Contract.
- 3. The Contract Holder or Insured shall give the Insurer or Administrator written proof of Covered Loss in a form and manner described on the Designated Contract. The proof shall include information sufficient to identify the Insured, the Contract Holder, the time, place and circumstances surrounding the Covered Loss, the nature and extent of the Covered Loss, and other details as required in the Designated Contract.
- 4. The Contract Holder and Insured shall keep the Insurer or Administrator advised of the disposition of each such Covered Loss.
- 5. The Contract Holder or Insured shall submit to examination under oath by any person named by the Insurer as often as may reasonably be required in connection with proof of Covered Loss.

IV. PREMIUM AND REFUNDS

- A. The Insured shown in the Declarations is responsible for the payment of all premiums.
- B. Unless changed by endorsement, the Insurer's premium for each Designated Contract shall be indicated on the Declarations Page or endorsement attached hereto on the effective date of the Policy, or as may be amended thereafter.
- C. The premium for each Designated Contract covered under this Policy shall be refunded by us to the Insured in accordance with the cancellation provisions as provided in the Designated Contract. Designated Contract

cancellation terms are included in the Designated Contract and are defined therein.

- D. Designated Contract cancellations and terminations must be reported to us or the Administrator, in writing, within the timeframe stipulated on the Declarations Page of this Policy. It is the Insured's responsibility to notify us or the Administrator of all Designated Contract cancellations and terminations pursuant to the provisions stipulated on the Declarations Page of this Policy. No premium refunds will be made for cancelled or terminated Designated Contracts which are not reported to us or the Administrator.
- E. New Designated Contracts sold must be reported to us or the Administrator within the timeframe stipulated on the Declarations Page of this Policy. Proper premium amount as described in this Policy must accompany the remittance unless arrangements have been made to invoice Insured for premiums due; in such event, premiums are due according to the remittance provisions as outlined in the invoice.
- F. No coverage will be in force for contracts which are received without the proper premium amount or appropriate documentation as required by this Policy or the Administrator. No contract shall be a Designated Contract unless it meets all requirements, including payment of the proper premium, as established in this Policy.

V. CANCELLATION

- A. This Policy may be canceled by the Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation will be effective. Delivery of such notice by the Insured will be the equivalent of mailing.
- B. We may cancel this policy immediately in the event of the Insured's commission of fraud or involvement in a criminal act, the Insured's willful omission of information that would have otherwise affected the Insurer's liability under this Policy, or in the event of bankruptcy or insolvency of the Insured.
- C. We may cancel this policy with an effective date of cancellation at least 10 days after Insured's receipt of our notice of cancellation upon nonpayment of proper premium according to the provisions of the Policy.
- D. After this Policy has been in effect for more than 60 days, or after the effective date of a renewal Policy, we may cancel this Policy with an effective date of cancellation at least 30 days after Insured's receipt of our notice of cancellation based on one or more of the following conditions:
 - conviction of crime arising out of acts increasing the hazard insured against;
 - 2. discovery of fraud or material misrepresentation by the Insured in obtaining the Policy or in perfecting any claim thereunder;
 - 3. discovery of any willful or reckless act or omission by the Insured increasing the hazard Insured against;
 - 4. changes in the loss exposure which increase the hazard insured against;
 - 5. a determination by a regulatory body that continuation of this Policy would violate or place us in violation of the law;
 - 6. a material increase in the hazard insured against;
 - 7. Insured has failed to sell Designated Contracts for a period of three months, or
 - 8. if we elect to reinsure our exposure under this Policy, a substantial loss of reinsurance by us affecting this insurance.

We may cancel this policy without reason at any time, with an effective date of cancellation of 60 days after Insured's receipt of our notice of cancellation.

We may cancel this Policy by mailing written notice of cancellation to the Insured at the last known address. Notice of cancellation will state the reason of such cancellation. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period.

The Cancellation Condition of this Policy, if exercised, will not relieve us of liability for payment of all Covered Losses for the remainder of the unexpired term of all Designated Contracts issued during the term of this Policy for which the proper premium amount was paid and the Designated Contracts were reported according to the provisions of this Policy.

VI. GENERAL CONDITIONS

- A. Action Against Company: No action will lie against us unless, as a condition precedent thereto, there will have been substantial material compliance by the Insured with all of the terms of this Policy or until the Insured's Contractual Obligations will have been finally determined either by judgment against the Insured after trial or by written agreement of the Insured, the Contract Holder and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement will thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy.
- B. Assignment by the Insured:
 - In the event of assignment of a Finance Agreement amended by a Designated Contract by the Insured to a third party, the benefits under this Policy for such assigned Designated Contract are expressly assigned to such third party.
 - Any Insured who is a Lender may subsequently assign any of the rights and benefits under this Policy to a grantor's trust or the secondary loan securitization markets.
 - No other assignment of interest under this Policy shall bind the Insurer without its written consent. No
 liability to the Insurer shall occur under this Policy until the assignment is accepted and the Policy
 endorsed.
- C. Assistance and Cooperation of the Insured: The Insured will cooperate with us, and upon our request, will attend hearings and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of lawsuits.
 - The Insured must also in good faith cooperate with us to comply with the applicable regulatory statutes, laws or regulations that are in effect or go into effect after the Effective Date of this Policy or while any Designated Contract remains in force.
- D. Bankruptcy or Insolvency: The bankruptcy or insolvency of the Insured, its estate, or any entity comprising the Insured or any affiliate or subsidiary of the Insured will not relieve us of any of our obligations under this Policy for any Designated Contracts sold prior to the bankruptcy or insolvency, provided such Designated Contracts were reported and the proper premium amount was paid according to the provisions of this Policy and for which all other provisions of this Policy have been complied.
- E. Notices: Unless otherwise stipulated in this Policy, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed registered mail, return receipt requested, postage prepaid or overnight delivery service, to the Insurer's or Insured's address shown on the Declarations or to any other addresses as may be designated in writing. Mailed notices shall be deemed received upon the third day after mailing.

- F. Conformity of Statute: Any provision of this Policy that is in conflict with the laws of the state wherein this Policy is effective is amended to conform to the minimum requirements of such law. If any provision in this Policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. Defense: Except for the failure to perform by the Insured, we will not be responsible for, but reserve the right to participate in, the investigation, settlement, and defense of, any allegation made or lawsuit brought by a Contract Holder against the Insured under a Designated Contract covered by this Policy.
- H. Inspection and Audit: We will be permitted but not obligated to inspect at any reasonable time the Insured's premises and operations, including, but not limited to, the books and records, as pertains to coverage under this Policy. This right will extend one year after all Designated Contracts issued by the Insured are no longer outstanding.
 - Neither our right to make inspections, nor the making thereof, nor any report thereon, will constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- I. Other Insurance: All amounts recovered by the Insured from any other insurance policy providing duplicative coverage with this Policy for which the Insured also received benefits under this Policy, will belong to and be paid to us by the Insured up to the total amount of benefits paid by us. Knowingly withholding such sums by the Insured, with or without our knowledge, will constitute a violation of this Policy.
- J. Premium Determination: The Premiums for this Policy will be computed in accordance with our rates and rules in effect at the time each Designated Contract is issued. The rates will remain in effect until modified by us and until we have provided the Insured with at least 30 days prior written notice of the change.
- K. Record Keeping and Reporting: The Insured or its authorized representative will maintain and keep an accurate record of all Designated Contracts issued in accordance with state requirements.
- L. Renewal / Non-Renewal: In accordance with the state's requirements and provisions of this Policy, and subject to Section III, Part B, this Policy will automatically renew for an additional one year period on each Policy anniversary date. Notice of non-renewal will be mailed at least 60 days in advance to the last known address of the Insured.
- M. Fraud and Misrepresentations: By acceptance of this Policy, the Insured agrees that all statements contained in the Declarations of this Policy are complete and accurate and are its agreements and representations, and that this Policy is issued in reliance upon the truth of such representations. This Policy may be voidable at the option of the Insurer if the Insured has concealed or misrepresented any material fact(s) or circumstance(s) concerning this insurance. It will also be voidable in case of any fraud, attempted fraud, or the false swearing by the Insured with respect to any matter relating to representations made whether before or after any claim or Covered Loss.
- N. Rights of Recovery and Subrogation:
 - 1. If we make any payment under this Policy, we will be subrogated to all of the Insured's rights of recovery and will have the right to participate with the Insured and any other insurer in the exercise of all of the Insured's rights of recovery against any person or organization.
 - 2. The Insured will do nothing to impair or prejudice our rights and will execute and deliver instruments and papers and do whatever is necessary to assist us in the enforcement of its rights.
 - 3. After a payment of Covered Loss by us, all amounts recovered by the Insured for which the Insured has been indemnified shall become the property of and be forwarded to us by the Insured up to the total amount of Covered Loss paid by us. Any withholding of such sums by the Insured, with or without our knowledge, will constitute a violation of this Policy.

- 4. Any action by the Insured, including but not limited to, entering into any settlement without the written approval of the Insurer, which impairs our right or ability to recover any Covered Loss payment(s) made under this Policy shall void such Covered Loss payment(s). The Insured agrees immediately to reimburse such payment(s) to us within ten (10) days of request of reimbursement by us.
- O. Territorial Limits: This Policy covers only within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).
- P. Insured's Indemnification of Insurer: Insured does hereby indemnify and hold the Insurer free and harmless against any and all claims, actions, demands, or liabilities arising out of Covered Losses, whether well founded or not, that may be asserted against the Insurer by third parties by reason of Insured's breach of or failure to perform any of its obligations under this Policy or under law.
- Q. Change: No waiver or change of the terms of this Policy shall be made except when done in writing and signed by an authorized representative of us. Written changes must be attached to and form a part of this Policy. Notice to agent or knowledge possessed by agent or by any other person shall not effect a waiver or amendment in any part of this Policy or estop Insurer from asserting any right under the terms of this Policy.

Signed for First Colonial Insurance Company at its Home Office on the Policy Date.

Secretary

President



FIRST COLONIAL INSURANCE COMPANY

[1776 American Heritage Life Drive Jacksonville, Florida 32224] [904-992-2543]

Amendatory Endorsement Contractual Liability Insurance Policy for Designated Contracts

The policy to which this endorsement is attached is amended as follows:

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS, page 1, the following has been added as paragraph one:

For general information about this insurance or complaints regarding this insurance, please contact the Arkansas Insurance Department Consumer Division, 1200 W.3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640.

SECTION III, POLICY COVERAGE, D. EXCLUSIONS, 5. is deleted and replaced with the following:

5. Any duty to defend the Insured in any lawsuit or other judicial or administrative proceeding involving the Insured and any and all liability for punitive and/or exemplary damages including, but not limited to, defense costs except where the suit is brought against the Insured by a Contract Holder as the result of actual or alleged errors or omissions by the Insurer. However, punitive damages may be imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION V. CANCELLATION, is deleted in its entirety and replaced with the following:

I. CANCELLATION

- A. This Policy may be canceled by the Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation will be effective. Delivery of such notice by the Insured will be the equivalent of mailing.
- B. We may cancel this policy, by mailing or delivering notice of cancellation to the named insured and to any lienholder or loss payee named in the policy at least 20 days prior to the effective date of cancellation. However, when cancellation is for nonpayment of premium, at least 10 days notice of cancellation accompanied by the reason for cancellation shall be given.
- C. After this Policy has been in effect for more than 60 days, or after the effective date of a renewal Policy, we may cancel this Policy with an effective date of cancellation at least 60 days after Insured's receipt of our notice of cancellation based on one or more of the following conditions:
 - 1. nonpayment of premium;
 - 2. conviction of crime arising out of acts increasing the hazard insured against;
 - 3. discovery of fraud or material misrepresentation by the Insured in obtaining the Policy or in perfecting any claim thereunder;
 - 4. discovery of any willful or reckless act or omission by the Insured increasing the hazard Insured against;
 - 5. changes in the loss exposure which increase the hazard insured against;

U-END-AR (01/07)

- 6. a determination by a regulatory body that continuation of this Policy would violate or place us in violation of the law;
- 7. a material increase in the hazard insured against;
- 8. Insured has failed to sell Designated Contracts for a period of three months, or
- 9. if we elect to reinsure our exposure under this Policy, a substantial loss of reinsurance by us affecting this insurance.

The Cancellation Condition of this Policy, if exercised, will not relieve us of liability for payment of all Covered Losses for the remainder of the unexpired term of all Designated Contracts issued during the term of this Policy for which the proper premium amount was paid and the Designated Contracts were reported according to the provisions of this Policy.

We may cancel this Policy by mailing written notice of cancellation to the Insured at the last known address. Notice of cancellation will state the reason of such cancellation. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period. In the event of cancellation, we will comply with Ark. Code Ann. § 23-79-306(8) and § 23-66-206 (9)(A) entirely.

This endorsement does not vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as stated above. This endorsement is subject to the provisions of the policy and endorsements to which it is attached except where amended by this endorsement.

First Colonial Insurance Company at its Home Office on the Policy Date.

Secretary President

U-END-AR (01/07)



FIRST COLONIAL INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, FL 32224 800-621-4871 (called "we", "our" or "us")

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS

ELIGIBLE DESIGNATED CONTRACTS ENDORSEMENT EXCESS WEAR & TEAR

The following Designated Contract(s) have been reviewed and approved for use by us, and are considered eligible pursuant to the provisions of this Policy:

Form Name	Form Number

All foreign language versions of the above listed Form Number will be considered eligible for coverage, with the Contractual Obligation of the Insured being equal to the obligation under the English version of the Designated Contract.

Designated Contract Form Description

<u>Insured's Contractual Obligation</u>: Insured will waive Contract Holder's Limited Physical Damage charges defined as excess wear and tear in the Contract Holder's Finance Agreement. The Insured's Contractual Obligation is subject to the conditions, limitations, and exclusions in the Designated Contract.

Signed for First Colonial Insurance Company at its Home Office on the Policy Date.

Secretary

President

UCLP-EWT (01/07)



FIRST COLONIAL INSURANCE COMPANY

[1776 American Heritage Life Drive Jacksonville, Florida 32224] [904-992-2543]

Amendatory Endorsement Contractual Liability Insurance Policy for Designated Contracts

The policy to which this endorsement is attached is amended as follows:

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS, page 1, the following has been added as paragraph one:

For general information about this insurance or complaints regarding this insurance, please contact the Arkansas Insurance Department Consumer Division, 1200 W.3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640.

SECTION III, POLICY COVERAGE, D. EXCLUSIONS, 5. is deleted and replaced with the following:

5. Any duty to defend the Insured in any lawsuit or other judicial or administrative proceeding involving the Insured and any and all liability for punitive and/or exemplary damages including, but not limited to, defense costs except where the suit is brought against the Insured by a Contract Holder as the result of actual or alleged errors or omissions by the Insurer. However, punitive damages may be imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION V. CANCELLATION, is deleted in its entirety and replaced with the following:

I. CANCELLATION

- A. This Policy may be canceled by the Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation will be effective. Delivery of such notice by the Insured will be the equivalent of mailing.
- B. We may cancel this policy, by giving 60 days notice, in the event of the Insured's commission of fraud or involvement in a criminal act, the Insured's willful omission of information that would have otherwise affected the Insurer's liability under this Policy, or in the event of bankruptcy or insolvency of the Insured.
- C. After this Policy has been in effect for more than 60 days, or after the effective date of a renewal Policy, we may cancel this Policy with an effective date of cancellation at least 60 days after Insured's receipt of our notice of cancellation based on one or more of the following conditions:
 - 1. nonpayment of premium;
 - 2. conviction of crime arising out of acts increasing the hazard insured against;
 - discovery of fraud or material misrepresentation by the Insured in obtaining the Policy or in perfecting any claim thereunder;
 - 4. discovery of any willful or reckless act or omission by the Insured increasing the hazard Insured against;
 - 5. changes in the loss exposure which increase the hazard insured against;

U-END-AR (01/07)

- 6. a determination by a regulatory body that continuation of this Policy would violate or place us in violation of the law:
- 7. a material increase in the hazard insured against;
- 8. Insured has failed to sell Designated Contracts for a period of three months, or
- 9. if we elect to reinsure our exposure under this Policy, a substantial loss of reinsurance by us affecting this insurance.

The Cancellation Condition of this Policy, if exercised, will not relieve us of liability for payment of all Covered Losses for the remainder of the unexpired term of all Designated Contracts issued during the term of this Policy for which the proper premium amount was paid and the Designated Contracts were reported according to the provisions of this Policy.

We may cancel this Policy by mailing written notice of cancellation to the Insured at the last known address. Notice of cancellation will state the reason of such cancellation. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period. In the event of cancellation, we will comply with Ark. Code Ann. § 23-79-306(8) and § 23-66-206 (9)(A) entirely.

This endorsement does not vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as stated above. This endorsement is subject to the provisions of the policy and endorsements to which it is attached except where amended by this endorsement.

First Colonial Insurance Company at its Home Office on the Policy Date.

Secretary President

U-END-AR (01/07)

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Rate Information

Rate data does NOT apply to filing.

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 01/17/2008

Property & Casualty

Comments:

Attachment:

AR transmittal.pdf

Property & Casualty Transmittal Document

1.	Reserved for Insurance	2. In:	surance l	Department	Use only		
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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	heck #:
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	r to each state's checklist for additional state specific requirements or instructions on
calc	ulating fees.
***R	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies
	uired, other state specific forms, etc.)
PC ⁻	TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
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PC FFS-1

Filing Company: First Colonial Insurance Company State Tracking Number: AR-PC-07-025975

Company Tracking Number:

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability Insurance Policy for Designated Contracts

Project Name/Number: Contractual Liability Insurance Policy /UCLIP-AR (01/07)

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

version is located with	ine appropriate scriedule	on previous pages. These items a	These items are in date order with most recent first.		
Original Date:	Schedule	Document Name	Replaced Date	Attach	
				Document	
No original date	Form	Contractual Liability Insurance	08/31/2007	Amendatory End	
		Policy Amendatory Endorsement		(U-END-AR).pdf	



FIRST COLONIAL INSURANCE COMPANY

[1776 American Heritage Life Drive Jacksonville, Florida 32224] [904-992-2543]

Amendatory Endorsement Contractual Liability Insurance Policy for Designated Contracts

The policy to which this endorsement is attached is amended as follows:

CONTRACTUAL LIABILITY INSURANCE POLICY FOR DESIGNATED CONTRACTS, page 1, the following has been added as paragraph one:

For general information about this insurance or complaints regarding this insurance, please contact the Arkansas Insurance Department Consumer Division, 1200 W.3rd St., Little Rock, AR 72201-1904: Telephone 800-852-5494 or 501-371-2640.

SECTION V. CANCELLATION, paragraph 6 has been amended as follows:

We may cancel this Policy by mailing written notice of cancellation to the Insured at the last known address. Notice of cancellation will state the reason of such cancellation. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period. In the event of cancellation, we will comply with Ark. Code Ann. § 23-79-306(8) and § 23-66-206 (9)(A) entirely.

This endorsement does not vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as stated above. This endorsement is subject to the provisions of the policy and endorsements to which it is attached except where amended by this endorsement.

First Colonial Insurance Company at its Home Office on the Policy Date.

Secretary President

U-END-AR (01/07)